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File No: 2010081694
Prepared By:
Bridgforth & Buntin, PLLC
D.B. Bridgforth, MBC#: 4547
5293 Getwell Road
Southaven, MS 38672
(662) 393-4450

SPECIAL WARRANTY DEED

NRV-RW1, LLC
825 Valleybrook
Memphis, Tennessee 38120
901-762-8162

GRANTORS

TO

LEADER FIVE STAR HOMES, LLC
124 Timber Creek #4
Cordova, TN 38018
Telephone: 901-466-4014

GRANTEES

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **NRV-RW1, LLC**, does hereby sell, convey and specially warrant unto **LEADER FIVE STAR HOMES, LLC**, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Indexing Instructions:

Lot 87, Bethel Park, situated in Section 11, Township 2 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 97, Page 34, in the office of the Chancery Clerk of DeSoto County, Mississippi

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in the City of Olive Branch, DeSoto County, Mississippi and further subject to all applicable building restrictions and restrictive covenants of record; and further subject to Covenants and Restrictions of record in Plat Book 97, Pages 34-37 and in Book 523, Page 717, and in Book 539, Page 565, and subject to easement of record in Book 503, Page 500, in said Clerk's office; and further subject to the following covenants:

Harris Shelton
En Rd 10th

- a) Grantor makes no warranties or representations, express, implied or otherwise, concerning the condition of the Lots, environmentally or otherwise, the suitability of the Lots or the development or the grading, the drainage, utility services or the sewer system therein, and shall not be liable for claims of any kind or character resulting therefrom. Grantor shall have no liability to Grantee or any parties claiming by, through or under Grantee for damage caused by flooding to the lot or to improvements hereafter erected thereon. Grantee accepts Property in its existing condition, no warranties or representations having been made by Grantor or its employees, officers, agents or representative, which are not expressly stated herein.
- b) Subject Lots may be filled land or partially filled land and Grantor makes no representation as to said Property being undisturbed land. Grantor shall not be responsible or liable for any claims of any kind or character because said Property is filled or partially filled land.
- c) Grantee accepts all responsibility for damage to sidewalks, curbs and gutters on the Lots purchased. Any repairs necessary after closing will be made by the Grantee.
- d) Grantee agrees to repair or replace any damage to the Subdivision caused by Grantee, its subcontractors or delivery trucks and also to be responsible for keeping each Lot and right-of-way in front of each Lot free from excess dirt and debris and also to keep any paper or materials from littering streets or other Lots. Said repair, replacement and maintenance are to be at the Grantee's sole expense.
- e) Grantee will be responsible for installation of and payment for any sidewalks, plants, and/or trees determined and/or required for the Lots by the plat of subdivision and/or governmental authorities.
- f) Grantor will not be responsible for any trees that die or for the removal of any trees on the Lots.
- g) Grantee's construction of improvements on a Lot shall not interfere with the grading/drainage of any other Lot or Lots as finally determined by the appropriate municipal authority.
- h) Prior to completion of a residence on the Lot and transfer thereof to the eventual homeowner, Grantee shall at all times maintain the Property in a reasonable manner. Such maintenance shall include:

cutting the grass regularly as reasonably requested by Grantor, keeping trash and silt from leaving the property, removing trash and debris on a regular basis, or as reasonably requested by Grantor, and complying with any governmental laws, regulations or ordinances regarding the maintenance of the Property or conditions thereon including, but not limited to erosion control measures.

- i) Grantee accepts all responsibility for erosion control measures necessary to be in compliance with any and all local, state, and federal laws and or guidelines. Grantee agrees to maintain adequate erosion control measures on each Lot, in compliance with all federal, state and local laws, regulations, ordinances, etc. Grantee accepts all liability associated with said erosion control requirements.

Taxes for the current year have been pro-rated.

Possession is to be given with delivery of Deed.

WITNESS the signature of the duly authorized member/manager of said NRV-RW1, LLC this 27th day of August, 2010.

NRV-RW1, LLC

By: NRV MANAGEMENT, LLC -
Manager

By: *Earl E. Williams, Jr.*
Earl E. Williams, Jr. -
Executive Vice President and
Secretary

STATE OF *Mississippi*
COUNTY OF *De Soto*

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 27th day of August, 2010, within my jurisdiction, the within named Earl E. Williams, Jr. who acknowledged that he is Executive Vice President and Secretary of NRV MANAGEMENT, LLC, a Tennessee limited liability company, which is the Manager of NRV-RW1, LLC, a Delaware limited liability company, and that for and on behalf of NRV Management, LLC, as Manager of NRV-RW1, LLC, and as the act and deed of NRV Management, LLC, as Manager of NRV-RW1, LLC, he executed the above and foregoing Warranty Deed, after first having been duly authorized so to do.



Janet R. O'Daniel
Notary Public